

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FM MERGERCO, INC.		06/12/2006	CORPORATION:
ELM HILL PRESS, INC.		06/12/2006	CORPORATION:
GRUPO NELSON, INC.		06/12/2006	CORPORATION:
LIVE EVENT MANAGEMENT, INC.		06/12/2006	CORPORATION:
NELSON ACQUISITION CORP.		06/12/2006	CORPORATION:
NELSON CURRENT INC.		06/12/2006	CORPORATION:
NELSON ENRICHMENT INC.		06/12/2006	CORPORATION:
NELSON MEDIA, INC.		06/12/2006	CORPORATION:
ROYAL PUBLISHERS, INC.		06/12/2006	CORPORATION:
THOMAS NELSON EXPORT, INC.		06/12/2006	CORPORATION:
THOMAS NELSON SALES CO., INC.		06/12/2006	CORPORATION:
VISION IMPRINTS PUBLISHING, INC.		06/12/2006	CORPORATION:
WOMEN OF FAITH, INC.		06/12/2006	CORPORATION:
WORLD PUBLISHING, INC.		06/12/2006	CORPORATION:
WORTHY INC.		06/12/2006	CORPORATION:
THOMAS NELSON, INC.		06/12/2006	CORPORATION:
FAITH MEDIA HOLDINGS, INC.		06/12/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	SWISS BANK:		
PROPERTY NUMBERS Total: 98			

CH \$2465.00 2732456

900051947

TRADEMARK
REEL: 003337 FRAME: 0638

Property Type	Number	Word Mark
Registration Number:	2732456	A TO Z
Registration Number:	2580202	BACKSTAGE EXCLUSIVE
Registration Number:	2982744	BIBLIOTECA ELECTRÓNICA CARIBE B.E.C.A.
Registration Number:	1428230	BOOKTRAX
Registration Number:	3080274	CAN'T MISS
Registration Number:	2011932	COMFORT PRINT
Registration Number:	2461680	DAUGHTERS OF GOD
Registration Number:	2789231	
Registration Number:	2823722	
Registration Number:	2934517	ELM HILL
Registration Number:	1822675	THE EVERYDAY BIBLE
Registration Number:	2652354	EXTREME FOR JESUS
Registration Number:	2727532	EXTREME TEEN
Registration Number:	2537173	FIND IT FAST
Registration Number:	2358554	GABRIEL
Registration Number:	1644364	GOD'S PROMISES
Registration Number:	2846292	HEART BLOSSOMS KARLA DORNACHER
Registration Number:	2522438	I CELEBRATE YOU
Registration Number:	2296247	INSPIRATIONAL STUDY BIBLE
Registration Number:	1534216	INTERNATIONAL CHILDREN'S BIBLE
Registration Number:	2119984	J COUNTRYMAN
Registration Number:	2063358	BARBARA JOHNSON'S JOY BOX
Registration Number:	1396592	LIFE LIFTERS
Registration Number:	3090763	MAGNIFY
Registration Number:	1111304	NAB
Registration Number:	1109997	NB
Registration Number:	2915872	NCV
Registration Number:	2654876	NELSON'S KIDSBIBLE.COM
Registration Number:	2391593	NELSON'S POCKET REFERENCE
Registration Number:	1891700	NELSON'S QUICK-REFERENCE
Registration Number:	1804414	NEW CENTURY VERSION
Registration Number:	1633188	THE NEW OPEN BIBLE
Registration Number:	1984244	THE NEW STRONG'S
Registration Number:	2514142	NKJV

Registration Number:	2501485	NKJV NEW KING JAMES VERSION
Registration Number:	2734654	NEW KING JAMES VERSION
Registration Number:	1243614	THE OPEN BIBLE
Registration Number:	1112699	P
Registration Number:	2806880	QUICK-FIND
Registration Number:	1643579	READ-ALONG REFERENCES
Registration Number:	1677566	READ-ALONG TRANSLATIONS
Registration Number:	1372495	READ-N-GROW
Registration Number:	1395665	READY-SET-GROW!
Registration Number:	1998913	REGENCY
Registration Number:	1112701	ROYAL
Registration Number:	2013148	RR RUTLEDGE HILL PRESS
Registration Number:	2722315	RUTLEDGE HILL PRESS
Registration Number:	2484017	SAFE SITES
Registration Number:	2431315	SCRIPTURE MINIATURES
Registration Number:	1715725	SERENITY
Registration Number:	1720245	SERENITY MEDITATION SERIES
Registration Number:	1982680	SPIRIT-FILLED LIFE
Registration Number:	1982064	SPIRIT FILLED LIFE
Registration Number:	1996198	TEACHABLE MOMENTS
Registration Number:	1112702	THOMAS NELSON PUBLISHERS SINCE 1798
Registration Number:	2345885	TOMMY NELSON
Registration Number:	2717957	T TOMMY NELSON
Registration Number:	1275135	
Registration Number:	1971265	W
Registration Number:	2977892	WESTBOW PRESS
Registration Number:	2281423	ABSOLU
Registration Number:	2727752	AGENTS OF TRUTH
Registration Number:	2366759	AROMACOLOGIE
Registration Number:	2109470	BIBLEMAN
Serial Number:	76600525	BIBLEZINE
Registration Number:	2292198	BLEU MARINE
Serial Number:	76658270	CURRENTSPEAK
Serial Number:	76652211	
Registration Number:	2308946	

Registration Number:	2337713	
Serial Number:	76655274	EC EDITORIAL CATOLICA
Serial Number:	76652213	EDITORIAL 10 PUNTOS
Serial Number:	76654878	EB EDITORIAL BETANIA
Serial Number:	76654877	EDITORIAL CARIBE
Serial Number:	76629278	GIRLS OF FAITH
Registration Number:	2337723	HEAVEN'S SAKE KIDS
Serial Number:	76657225	I DIDN'T KNOW THAT ALMANAC
Serial Number:	76575848	ICB
Registration Number:	2386041	L'AMOUR TOUJOURS
Serial Number:	76651280	LIDER LATINO
Serial Number:	76640181	MONTH-BY-MONTH
Serial Number:	76650429	NAKED INK
Serial Number:	76635401	NELSON CURRENT
Serial Number:	76654091	NELSON IGNITE
Registration Number:	2406342	PERF-A-PAGE
Registration Number:	1112700	R REGENCY
Serial Number:	76628355	SOFT-TOUCH
Registration Number:	1480760	STORIES THAT LIVE
Registration Number:	2120206	THE SINGING PLACE
Registration Number:	2472854	THE WORD IN LIFE
Registration Number:	2005211	UNISON MUSIC
Registration Number:	2395129	URBAN GARDEN
Registration Number:	2399342	URBAN GARDEN
Registration Number:	2709725	WHEN MEMORIES MATTER
Registration Number:	2281900	WOMEN OF FAITH
Registration Number:	2339476	WOMEN OF FAITH
Serial Number:	76512084	WORLD BIBLE SOCIETY
Serial Number:	76640663	FIRST GARDEN

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Virginia Boyd

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 2962/12677

NAME OF SUBMITTER: Virginia Boyd

Signature: /VIRGINIA BOYD/

Date: 06/26/2006

Total Attachments: 15

source=Security Agreement#page1.tif
source=Security Agreement#page2.tif
source=Security Agreement#page3.tif
source=Security Agreement#page4.tif
source=Security Agreement#page5.tif
source=Security Agreement#page6.tif
source=Security Agreement#page7.tif
source=Security Agreement#page8.tif
source=Security Agreement#page9.tif
source=Security Agreement#page10.tif
source=Security Agreement#page11.tif
source=Security Agreement#page12.tif
source=Security Agreement#page13.tif
source=Security Agreement#page14.tif
source=Security Agreement#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated June 12, 2006, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CREDIT SUISSE (“*CS*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FM MERGERCO, INC., a Tennessee corporation, has entered into a Credit Agreement dated as of June 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with CS as Collateral Agent, Swing Line Lender, L/C Issuer, Sole Lead Arranger, Sole Bookrunning Manager and Administrative Agent, the Lenders party thereto, TD SECURITIES (USA) LLC and GENERAL ELECTRIC CAPITAL CORPORATION, as Co-Syndication Agents and SUNTRUST BANK and CIT LENDING SERVICES CORPORATION, as Co-Documentation Agents. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 12, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth

in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

1600 Division Street, Suite 700
Nashville, TN 37203

Address for Notices:

Address for Notices:

Address for Notices:

Address for Notices:

Address for Notices:

Address for Notices:

FM MERGERCO, INC.

By Mark Coleman
Name: mark coleman
Title: secretary

ELM HILL PRESS, INC.

By _____
Name: _____
Title: _____

GRUPO NELSON, INC.

By _____
Name: _____
Title: _____

LIVE EVENT MANAGEMENT, INC.

By _____
Name: _____
Title: _____

NELSON ACQUISITION CORP.

By _____
Name: _____
Title: _____

NELSON CURRENT INC.

By _____
Name: _____
Title: _____

NELSON ENRICHMENT INC.

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

1600 Division Street, Suite 700
Nashville, TN 37203

FM MERGERCO, INC.

By 

Name:

Title:

Address for Notices:

501 Nelson Place
Nashville, TN 37214

ELM HILL PRESS, INC

By 

Name:

Title:

Address for Notices:

501 Nelson Place
Nashville, TN 37214

GRUPO NELSON, INC

By 

Name:

Title:

Address for Notices:

501 Nelson Place
Nashville, TN 37214

LIVE EVENT MANAGEMENT, INC.

By 

Name:

Title:

Address for Notices:

501 Nelson Place
Nashville, TN 37214

NELSON ACQUISITION CORP.

By 

Name:

Title:

Address for Notices:

501 Nelson Place
Nashville, TN 37214

NELSON CURRENT INC.

By 

Name:

Title:

Address for Notices:

501 Nelson Place
Nashville, TN 37214

NELSON ENRICHMENT INC.

By 

Name:

Title:

Address for Notices:

501 Nelson Place
Nashville, TN 37214

Address for Notices:

501 Nelson Place
Nashville, TN 37214

Address for Notices:

501 Nelson Place
Nashville, TN 37214

Address for Notices:

501 Nelson Place
Nashville, TN 37214

Address for Notices:

501 Nelson Place
Nashville, TN 37214

Address for Notices:

501 Nelson Place
Nashville, TN 37214

Address for Notices:

501 Nelson Place
Nashville, TN 37214

Address for Notices:

501 Nelson Place
Nashville, TN 37214

NELSON MEDIA, INC.

By

Name:

Title:

ROYAL PUBLISHERS, INC.

By

Name:

Title:

THOMAS NELSON EXPORT, INC.

By

Name:

Title:

THOMAS NELSON SALES CO., INC.

By

Name:

Title:

VISION IMPRINTS PUBLISHING, INC.

By

Name:

Title:

WOMEN OF FAITH, INC.

By

Name:

Title:

WORLD PUBLISHING, INC.

By

Name:

Title:

WORTHY INC.

By

Name:

Title:

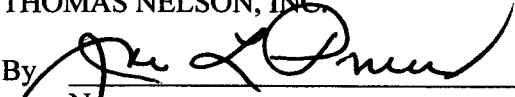
Address for Notices:

501 Nelson Place
Nashville, TN 37214

Address for Notices:

THOMAS NELSON, INC.

By



Name:
Title:

FAITH MEDIA HOLDINGS, INC.

By

Name:
Title:

Address for Notices:

Address for Notices:

The Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

THOMAS NELSON, INC.

By _____

Name: _____

Title: _____

FAITH MEDIA HOLDINGS, INC.

By _____

Name: *Peter Kern*

Title: *President*

SCHEDULE A

PATENTS

Nil

SCHEDULE B

TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Issue Date</u>
Thomas Nelson, Inc.	A to Z	USA	2732456	N99-000.168(1)	07/01/2003
Thomas Nelson, Inc.	BACKSTAGE EXCLUSIVE	USA	2580202	TM00-000.267(1)	06/11/2002
Thomas Nelson, Inc.	BIBLIOTECA ELECTRÓNICA CARIBE B.E.C.A. (AND DESIGN)	USA	2982744	N02-000.338	08/09/2005
Thomas Nelson, Inc.	BOOKTRAX	USA	1428230	WB94-001.27	02/10/1987
Thomas Nelson, Inc.	CAN'T MISS	USA	3080274	N04-000.388	04/11/2006
Thomas Nelson, Inc.	COMFORT PRINT	USA	2011932	N94-004.59	10/29/1996
Thomas Nelson, Inc.	DAUGHTERS OF GOD	USA	2461680	TM99-000.148(1)	06/19/2001
Thomas Nelson, Inc.	DESIGN (Arrow)	USA	2789231	N00-000.259(5)	12/02/2003
Thomas Nelson, Inc.	DESIGN (Mouse)	USA	2823722	N00-000.259(4)	03/16/2004
Thomas Nelson, Inc.	ELM HILL (and Design) (In-House)	USA	2934517	N04-004.63(1)	03/22/2005
Thomas Nelson, Inc.	EVERYDAY BIBLE, THE	USA	1822675	WB94-001.26	02/22/1994
Thomas Nelson, Inc.	EXTREME FOR JESUS	USA	2652354	TM00-000.164(2)	11/19/2002
Thomas Nelson, Inc.	EXTREME TEEN	USA	2727532	N99-000.164(1)	06/17/2003
Thomas Nelson, Inc.	FIND IT FAST	USA	2537173	TM99-000.168(3)	02/05/2002
Thomas Nelson, Inc.	FLORIDA GARDENER'S GUIDE	USA	St. Reg.	N02-000.343	10/20/2000
Thomas Nelson, Inc.	GABRIEL	USA	2358554	SM97-000.103	06/13/2000
Thomas Nelson, Inc.	GARDENING BOOK FOR OHIO, THE	USA	St. Reg.	N02-000.341	11/21/2000
Thomas Nelson, Inc.	GOD'S PROMISES	USA	1644364	N96-004.87	05/14/1991
Thomas Nelson, Inc.	HEARTBLOSSOMS BY KARLA DORNACHER (and Design)	USA	2846292	N99-000.162	05/25/2004
Thomas Nelson, Inc.	I CELEBRATE YOU (In-House)	USA	2522438	TM01-000.266(1)	12/25/2002
Thomas Nelson, Inc.	ILLINOIS GARDENER'S GUIDE	USA	St. Reg.	N02-000.342	07/18/2000
Thomas Nelson, Inc.	INSPIRATIONAL	USA	2296247	WB94-001.32	11/30/1999

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Issue Date</u>
Inc.	STUDY BIBLE				
Thomas Nelson, Inc.	INTERNATIONAL CHILDREN'S BIBLE	USA	1534216	WB94-001.11	04/11/1989
Thomas Nelson, Inc.	J. COUNTRYMAN (and Design)	USA	2119984	TM96-004.90	12/09/1997
Thomas Nelson, Inc.	BARBARA JOHNSON'S JOY BOX	USA	2063358	WB96-001.39	05/20/1997
Thomas Nelson, Inc.	LIFE LIFTERS (and Design)	USA	1396592	W94-021.5	06/10/1986
Thomas Nelson, Inc.	MAGNIFY (<i>In-House</i>)	USA	3090763	N04-000.390	05/09/2006
Thomas Nelson, Inc.	NAB (and Design)	USA	1111304	TM97-000.96	01/16/1979
Thomas Nelson, Inc.	NB (and Design)	USA	1109997	TM98-000.130	12/26/1978
Thomas Nelson, Inc.	NCV (and Design) (<i>In-House</i>)	USA	2915872	N03-000.379	01/04/2005
Thomas Nelson, Inc.	NELSON'S KIDSBIBLE.COM	USA	2654876	TM00.000.258	11/26/2002
Thomas Nelson, Inc.	NELSON'S POCKET REFERENCE (<i>In-House</i>)	USA	2391593	TM99-000.168.2	10/03/2000
Thomas Nelson, Inc.	NELSON'S QUICK-REFERENCE	USA	1891700	N94-004.25	04/25/1995
Thomas Nelson, Inc.	NEW CENTURY VERSION	USA	1804414	WB94.001.2	11/16/1993
Thomas Nelson, Inc.	NEW OPEN BIBLE, THE	USA	1633188	N94-004.35	01/29/1991
Thomas Nelson, Inc.	NEW STRONG'S, THE	USA	1984244	N94-004.55	07/02/1996
Thomas Nelson, Inc.	NKJV (and Design)	USA	2514142	TM99-000.186	12/04/2001
Thomas Nelson, Inc.	NKJV NEW KING JAMES VERSION	USA	2501485	TM99-000.186(1)	10/30/2001
Thomas Nelson, Inc.	NEW KING JAMES VERSION (Words Only) (<i>In-House</i>)	USA	2734654	N02-000.186(2)	07/08/2003
Thomas Nelson, Inc.	OPEN BIBLE, THE	USA	1243614	N94-004.35(1)	06/28/1983
Thomas Nelson, Inc.	P (w/Crown Design)	USA	1112699	TM98-000.129	02/06/1979
Thomas Nelson, Inc.	Quick-Find	USA	2806880	N00.000.237(1)	01/20/2004
Thomas Nelson, Inc.	READ-ALONG REFERENCES	USA	1643579	N94-004.40	05/07/1991
Thomas Nelson, Inc.	READ-ALONG TRANSLATIONS	USA	1677566	N94-004.34	05/03/1992
Thomas Nelson, Inc.	READ-N-GROW	USA	1372495	WB94-001.12	11/26/1985

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Issue Date</u>
Thomas Nelson, Inc.	READ-SET-GROW! (and Design)	USA	1395665	WB94-001.13	06/03/1986
Thomas Nelson, Inc.	REGENCY	USA	1998913	N94-004.13	09/10/1996
Thomas Nelson, Inc.	ROYAL	USA	1112701	TM99-000.154	02/06/1979
Thomas Nelson, Inc.	RUTLEDGE HILL PRESS (and Design)	USA	2013148	TM00-000.241	11/05/1996
Thomas Nelson, Inc.	RUTLEDGE HILL PRESS (Words Only)	USA	2722315	N01-000.241.1-a	06/03/2003
Thomas Nelson, Inc.	SAFE SITES	USA	2484017	TM00-000.208	08/28/2001
Thomas Nelson, Inc.	SCRIPTURE MINIATURES	USA	2431315	N94-004.19	02/27/2001
Thomas Nelson, Inc.	SERENITY	USA	1715725	N94-004.30	09/15/1992
Thomas Nelson, Inc.	SERENITY MEDITATION SERIES	USA	1720245	N94-004.31	09/29/1992
Thomas Nelson, Inc.	SPIRIT-FILLED LIFE	USA	1982680	N94-004.44	06/25/1996
Thomas Nelson, Inc.	SPIRIT FILLED LIFE	USA	1982064	N94-004.44(a)	06/25/1996
Thomas Nelson, Inc.	TEACHABLE MOMENTS (Cookbooks)	USA	1996198	WB94-001.29	08/20/1996
Thomas Nelson, Inc.	TENNESSEE GARDENER'S GUIDE	USA	St. Reg.	N92-000.339	04/06/2000
Thomas Nelson, Inc.	THOMAS NELSON PUBLISHERS SINCE . . .	USA	1112702	TM99-000.156	02/06/1979
Thomas Nelson, Inc.	TOMMY NELSON	USA	2345885	N96-004.76	04/25/2000
Thomas Nelson, Inc.	T TOMMY NELSON (and Design)	USA	2717957	N00.004.76(3)	05/20/2003
Thomas Nelson, Inc.	TRINITY (and Design)	USA	1275135	N94-004.38	04/24/1984
Thomas Nelson, Inc.	W (and Design)	USA	1971265	WB94-001.31	04/30/1996
Thomas Nelson, Inc.	WESTBOW PRESS (and Design)	USA	2977892	N03-000.372(a)	07/26/2005
Marlene Blessing & Thomas Nelson, Inc.	FIRST GARDEN	USA	N/A	76-640,663	
Thomas Nelson, Inc.	ABSOLU	USA	2,281,423	75-530,124	19990928
Thomas Nelson, Inc.	AGENTS OF TRUTH	USA	2,727,752	76-190,421	20030617
Thomas Nelson, Inc.	AROMACOLOGIE	USA	2,366,759	75-402,757	20000711
Thomas Nelson, Inc.	BIBLEMAN	USA	2,109,470	74-656,435	19971028

Thomas Nelson, Inc.	BIBLEZINE	USA	N/A	76-600,525	
Thomas Nelson, Inc.	BLEU MARINE	USA	2,292,198	75-451,098	19991116
Thomas Nelson, Inc.	CURRENTSPEAK	USA	N/A	76-658,270	
Thomas Nelson, Inc.	Design only	USA	N/A	76-652,211	
Thomas Nelson, Inc.	Design only	USA	2,308,946	75-567,775	20000118
Thomas Nelson, Inc.	Design only	USA	2,337,713	75-567,960	20000404
Thomas Nelson, Inc.	EC EDITORIAL CATOLICA	USA	N/A	76-655,274	
Thomas Nelson, Inc.	EDITORIAL 10 PUNTOS	USA	N/A	76-652,213	
Thomas Nelson, Inc.	EDITORIAL BETANIA	USA	N/A	76-654,878	
Thomas Nelson, Inc.	EDITORIAL CARIBE	USA	N/A	76-654,877	
Thomas Nelson, Inc.	GIRLS OF FAITH	USA	N/A	76-629,278	
Thomas Nelson, Inc.	HEAVEN'S SAKE KIDS	USA	2,337,723	75-571,160	20000404
Thomas Nelson, Inc.	I DIDN'T KNOW THAT ALMANAC	USA	N/A	76-657,225	
Thomas Nelson, Inc.	ICB	USA	N/A	76-575,848	
Thomas Nelson, Inc.	L'AMOUR TOUJOURS	USA	2,386,041	75-402,888	20000912
Thomas Nelson, Inc.	LIDER LATINO	USA	N/A	76-651,280	
Thomas Nelson, Inc.	MONTH-BY-MONTH	USA	N/A	76-640,181	
Thomas Nelson, Inc.	NAKED INK	USA	N/A	76-650,429	
Thomas Nelson, Inc.	NC NELSON CURRENT	USA	N/A	76-635,401	
Thomas Nelson, Inc.	NELSON IGNITE	USA	N/A	76-654,091	
Thomas Nelson, Inc.	PERF-A-PAGE	USA	2,406,342	75-888,521	20001121
Thomas Nelson, Inc.	R REGENCY	USA	1,112,700	73-142,993	19790206
Thomas Nelson, Inc.	SOFT-TOUCH	USA	N/A	76-628,355	
Thomas Nelson, Inc.	STORIES THAT LIVE	USA	1,480,760	73-615,174	19880315
Thomas Nelson, Inc.	THE SINGING PLACE	USA	2,120,206	74-656,436	19971209
Thomas Nelson, Inc.	THE WORD IN LIFE	USA	2,472,854	75-781,099	20010731
Thomas Nelson, Inc.	UNISON MUSIC	USA	2,005,211	74-637,617	19961001

Thomas Nelson, Inc.	URBAN GARDEN	USA	2,395,129	75-679,456	20001017
Thomas Nelson, Inc.	URBAN GARDEN	USA	2,399,342	75-679,455	20001031
Thomas Nelson, Inc.	WHEN MEMORIES MATTER	USA	2,709,725	75-982,739	20030422
Thomas Nelson, Inc.	WOMEN OF FAITH	USA	2,281,900	75-137,290	19990928
Thomas Nelson, Inc.	WOMEN OF FAITH	USA	2,339,476	75-171,503	20000411
Thomas Nelson, Inc.	WORLD BIBLE SOCIETY	USA	N/A	76-512,084	

SCHEDULE C

COPYRIGHTS

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Thomas Nelson, Inc.	Spirit-Filled Life Bible	USA	TX3-618-705	02/28/1994	02/28/1994
Thomas Nelson, Inc.	Extreme Teen Bible	USA	TX 5-099-899	11/22/1999	11/22/1999
Thomas Nelson, Inc.	The Open Bible The New King James Version	USA	TX 1-217-007		10/17/1983
Thomas Nelson, Inc.	Holy Bible: The New King James Version	USA	TX 950-344		07/30/1982